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RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
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Prepared by:

William G. Jordan
Secretary
Carefree Country Club of Winter Haven
9705 Lake Bess Road
Winter Haven, Florida 33884

**AMENDED AND RESTATED
MASTER FORM OF NINETY NINE YEAR PROPRIETARY LEASE
ON CAREFREE COUNTRY CLUB OF WINTER HAVEN**

WHEREAS, Carefree Country Club of Winter Haven, Inc., a Florida Not-For-Profit Corporation and an Association under Chapter 719, Florida Statutes, (hereinafter "Lessor" or "Association") with its corporate office and principal place of business at 9705 Lake Bess Road, Winter Haven, Florida 33884 desires to record this Amended and Restated Master Form of Ninety Nine (99) Year Proprietary Lease, which extends from October 1, 2012 through and including December 31, 2111, the terms of which may be incorporated by reference in future leases by said corporation on the following property to wit:

Block A, Lots 2-24; Block B, Lots 1-34; Block C, Lots 1-43;
Block D, Lots 1-50; Block E, Lots 1-10; Block F, Lots 1-38;
Block G, Lots 1-40; Block H, Lots 1-42; Block I, Lots 1-57;
Block J, Lots 1-44; Block K, Lots 1-44; Block L, Lots 1-43;
Block N, Lots 1-31 of Carefree RV Country Club of Winter Haven as recorded in Plat Book 101, Pages 13-21, Public Records, Polk County, Florida a Replat of Plat Book 78, Pages 9-11 and Plat Book 79, Pages 37-42 (hereinafter "Lots").

WHEREAS, the Proprietary Lease was originally recorded at Official Records Book 3734, Page 505 of the Public Records of Polk County, Florida ("original Proprietary Lease"); and

WHEREAS, the Voting Interests have determined that it is in the best interest of the Lessees and the Association to restate and amend said original Proprietary Lease for the purpose of preserving the Property as an attractive, quality community; and to eliminate possible ambiguity in the terms of the original Proprietary Lease.

NOW THEREFORE, pursuant to the authority in Section 21 of the original Proprietary Lease, by the affirmative vote of at least 75% of the voting interests of the Association hereby restate and amend in its entirety the original Proprietary Lease.

Further, Lessor and the holder of that certain Membership Certificate (Evidence of Ownership) in Carefree Country Club of Winter Haven, Inc., (hereinafter "Lessee" or "Member") covenant as follows:

1. DOCUMENTS. This lease is subject to the provisions and effect of all the following documents, as the same may from time to time be amended, each of which is incorporated and made part of this agreement by reference.

1.1 Housing for Older Persons Act of 1995 (HOPA) under the final rules that were implemented by the Department of Housing and Urban Development (HUD) in the Federal Register dated Friday, April 2, 1999, Part IV CFR 100 "Implementation of the Housing for Older Persons Act".

1.2 The Laws of the State of Florida.

1.3 Polk County Ordinances and Building Codes.

1.4 Planned Unit Development (PUD 83-5) as approved by the Board of County Commissioners, Polk County on November 29, 1983 and the approved modifications thereto.

1.5 Plat. Replat of Carefree RV Country Club of Winter Haven, FL. Units One and Two Polk County, Florida as recorded in Plat Book 101, Pages 13-21, Public Records, Polk County, Florida, a replat of Plat Book 78, Pages 9-11 and Plat Book 79, Pages 37-42.

1.6 Deeds. The Lessor's right, title and interest in the property is by virtue of deeds from Valley Investment Properties, Inc. as recorded in Official Records Books 2506, 2594, 2808; Pages 1502, 1339, 1492 respectively of the Public Records, Polk County, Florida.

1.7 Articles of Incorporation of Carefree RV Country Club of Winter Haven, Inc., a Florida Not-For-Profit Corporation as filed with the Department of State, State of Florida on December 19, 1983 and assigned document number (N00443) and the amendment and restatement thereto as filed with the Department of State, State of Florida on April 21, 2008, which in addition to other changes, changed the name of the Association to Carefree Country Club of Winter Haven, Inc., (hereinafter collectively, the "Articles of Incorporation").

1.8 Declaration of Covenants, Easements and Restrictions Carefree RV Country Club of Winter Haven, Inc. recorded at

Official Records Book 2377, Page 226, and as amended in the Official Records Book 7481, Page 1764 and amended and restated in Official Records Book 7609 pages 718-722, all of Public Records of Polk County, Florida (hereinafter collectively the "Declaration Book").

- 1.9 The Bylaws of Carefree RV Country Club Winter Haven, Inc., recorded at Official Records Book 4988, Page 1303, and, as amended and restated in the Official Records Book 8114, Pages 247-274, all of the Public Records of Polk County, Florida (hereinafter collectively the "Bylaws").

If there are conflicts between the provisions of Florida law, this Amended and Restated Proprietary Lease, the Declaration, the Articles, and the Bylaws, (all as amended from time to time), the provisions of Florida law, this Amended and Restated Proprietary Lease, the Declaration, the Articles, and the Bylaws (in that order) shall prevail.

2. ACKNOWLEDGEMENT OF CAREFREE COUNTRY CLUB OF WINTER HAVEN, INC. DOCUMENTS. The Lessee acknowledges that he/she has been provided with a copy of this Amended and Restated Proprietary Lease, the Articles of Incorporation, the Declaration, the Bylaws, which includes the architectural review procedure and construction and architectural standards, and the Administrative Rules of the Association, all of which may be further amended from time to time, (hereinafter referred to as the "Cooperative Documents"), and understands their contents. The Board of Directors of the Lessor may adopt and amend such Administrative Rules regarding the Common Areas. The copies that have been furnished to the Lessee, shall be taken to be part hereof, and the Lessee hereby covenants to comply with all such Cooperative Documents, and require that they are faithfully observed by the family, guests and sublessees of the Lessee. The Lessor shall not be responsible to the Lessee for non-observance or violation of all Cooperative Documents by any other Lessee or person.

3. QUIET ENJOYMENT AND POSSESSION. The Lessee, upon the assessments and performing the covenants and complying with the conditions on the part of the Lessee to be performed as herein set forth, shall, at all times during the term hereby granted, quietly have, hold and enjoy the Lot without any trouble or hindrance from the Lessor, subject, however, to the right of the Lessor under the terms thereof.

4. ACCEPTANCE AND USE OF LOT.

4.1 ACCEPTANCE. Lessee accepts the Lot in its present condition on the start of this lease.

4.2 USE OF LOT. "Lot" shall mean all the Lots identified on page 1 herein, and shall include the part of the cooperative

property which is subject to exclusive use and possession and may include improvements, land, or land and improvements together. The following restrictions shall apply to the use of the Lots and are in addition to the restrictions set forth in the Declaration, and the Bylaws:

(a) The Lessee shall not occupy or use the Lot or permit the same or any part thereof to be occupied or used for any purpose other than in accordance with the Cooperative Documents.

(b) The Lot shall be used exclusively as a single-family residential living unit for persons per the Permanent Occupancy Agreement and the terms of the Fair Housing Act as amended by the Housing for Older Persons Act of 1995 and Florida Statute 760, Part II, Fair Housing Act.

(c) No immoral, improper, offensive or unlawful use shall be made of the Lot, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(d) No nuisances shall be permitted upon the Lot nor any use or practice which is the source of annoyance to other residents or which interferes with the peaceful possession and proper use of the property by residents. All parts of the Lot shall be kept in a clean and sanitary condition and no rubbish or refuse shall be allowed to accumulate. The Lessee shall not permit any use of the Lot which will increase the rate of insurance on the Common Area or which will obstruct or interfere with the rights of other lessees.

(e) The Association has set forth the requirements in the Bylaws regarding construction and architectural standards which must be followed, and shall also have the power to promulgate such standards, as it deems necessary, to carry out the provision and intent of this Section. The approval of any proposed improvements or alterations by the Board of Directors, or the party to which the Board delegates this responsibility, shall not constitute a warranty as to the same, and neither the Association nor any member of the Board of Directors shall be liable for the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Lessee shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association

generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

5. USE OF COMMON AREAS. The Common Area shall mean all the real property owned by the Association, exclusive of the 500 Lots. The Lessee shall have the right of joint use and enjoyment in common with other lessees of the Common Areas and the property of the Lessor not specifically leased to other lessees, except insofar as it may be limited and restricted by the Cooperative Documents. The Lessee's use of the Common Areas and other property shall not encroach upon the rights of other lessees.

6. LOT ACCESS AND DRIVEWAY EASEMENT. Every lessee shall have an easement for ingress, egress and utility purposes under, over and across the strip of land, if any, between his/her Lot and the nearest private road right-of-way indicated on the Replat of Carefree RV Country Club of Winter Haven, FL. Units One & Two Polk County, Florida as recorded in Plat Book 101, Pages 13-21 of the Public Records, Polk County, Florida, as providing access to this Lot. Said easements shall be appurtenant to and shall pass with this lease.

7. ASSESSMENTS. The Lessor is a not-for-profit Florida corporation whose membership is composed of the 500 Members and holders of all proprietary leases to all 500 Lots, contained within Carefree Country Club of Winter Haven. The Lessor is the vehicle or entity through which its Members share in the operation, expense and ownership of the property and assets of the Lessor. The Lessor has various obligations which it must meet, including but not limited to the payment of insurance premiums, electrical and other utility charges, cost of maintenance and upkeep of grassed areas, costs of managerial services and labor for maintenance and repair. It is not contemplated that the Lessor will have any significant revenue or income other than assessments upon its Members. The manner of making assessments is set forth in the Association's Bylaws.

7.1 The Lessee agrees to pay assessments to the Lessor an annual sum equal to 1/500 of the cost of the maintenance and operation of the properties of the corporation, its appurtenances and lands, as the same from time to time shall be determined in accordance with the provisions of the Cooperative Documents, including but not limited to the following items:

- (a) Operating Expense. The cost of all operating expense of Lessor, its appurtenances and lands and services furnished.
- (b) Governmental assessments and taxes.
- (c) Insurance.

(d) Utilities. The cost of furnishing, general lighting, garbage and trash collection.

(e) Repairs and maintenance, including sewers, water-mains, treatment plants, construction of improvements, grass cutting, repair, replacement and purchase of additions to the Common Area;

(1) if the sewer pipe or connection between the mobile home or park trailer and the main line becomes clogged or require repair or replacement the expense will be borne by the Lessee and if, for any reason, the Lessor is required to accomplish the fore-mentioned, the Lessee will be billed for this service;

(2) the Lessor shall only have the responsibility to maintain all water lines up to and including the first stop valve at each Lot. All water lines beyond the first stop valve on the Lot are the responsibility of the Lessee.

(f) Other. Each and every other expense and cost of the Lessor incurred pursuant to approval of its Board of Directors, or incurred by the Manager under the direction of the Lessor's Board of Directors.

7.2 WHEN DUE. Assessments shall be payable quarterly on the first day of October, January, April and July during the term of this Lease in advance, subject, nevertheless to the right of the Lessor, acting under its Cooperative Documents, to require other lump sum payments on other dates as necessary to cover the cost of emergencies or other items not included in its budget. The assessments, including special assessments, shall be budgeted, levied and collected as set forth in the Declaration and Bylaws, both as may be further amended from time to time.

7.3 MANNER OF MAKING PAYMENT. All assessments, fees and charges shall be payable in current legal tender of the United States of America. Assessments shall be payable to the Lessor at such time and place as the Lessor shall from time to time direct in writing. The failure of the Lessee to use any of the facilities on the Common Area shall not give rise to any demand or set-off against assessments other than as and when stipulated by the Lessor through its Board of Directors. All rent and assessments paid by the Lessee to the Lessor for common expenses shall be used by the Lessor to pay its obligations as authorized by the Board of Directors. Any

excess received from Members and held by the Lessor at the conclusion of its taxable year, whether calendar or fiscal, will be deemed to be common surplus.

8. SERVICES BY LESSOR. The Lessor shall maintain and manage the Common Area in a first class manner and shall keep its property clean, properly lighted and maintained and shall provide the number of employees requisite, in the judgment of the Lessor, for the proper care and services of the Common Area. The maintenance obligations of the Lessor herein contained are subject to the discretionary power of the Lessor to determine, from time to time, the services and employees that shall be proper for maintaining the Common Area, and to also determine whether existing services shall be increased, reduced, changed, modified, or terminated.

9. MAINTENANCE, REPAIR AND ALTERATIONS.

9.1 MAINTENANCE AND REPAIR. The Lessor shall maintain the Common Area as stated in paragraph eight (8), and the portions of the Lot as set forth in Section 7.1 herein, the Lessee shall maintain all other areas of the Lot. The Lessee shall maintain the Lot and the exterior of the structures on the Lot in a neat and orderly condition. If the Lessee fails, after fourteen (14) days notice, to maintain the Lot in a manner sufficient to prevent the Lot or the exterior of the structures located thereon in a manner so as to prevent the creation of an unsightly appearance or to cause hazardous conditions and to make repair required hereunder, the Lessor may clean the Lot and make such repairs to the Lot or exterior of the structures located thereon, or to arrange for others to do the same, or to remove any objectionable equipment or condition, or to perform such act, without liability to the Lessor; provided that, if the condition requires prompt action, notice of less than 14 days may be given or, in case of emergency, no notice may be given. In all such cases the Lessor, its agents, employees and contractors shall, as between the Lessor and Lessee, be conclusively deemed to be acting as agents of the Lessee and all contracts thereafter made by the Lessor shall be so construed whether or not made in the name of the Lessee. The Lessor shall be entitled to recover from the Lessee all expenses incurred or for which it has contracted hereinbefore plus a twenty percent (20%) surcharge of such amount. Said charges shall be a lien on the Lot and may be foreclosed in the same manner as a mortgage on real property, and shall bear interest at the highest rate lawful. Said lien shall also include reasonable attorneys' fees and cost incurred by the Lessor in enforcement of this Section and/or enforcement of the lien, along with interest and late fees. Payment received by the Association must be applied as set forth in Section 719.108(3), Florida Statutes, as amended from time to time.

9.2 ALTERATIONS:

(a) Landscaping. At least thirty five percent (35%) of the Lot must be covered by grass, shrubs, flower beds or like porous areas. Areas covered by concrete are not porous. Under this parameter, the Lessee may landscape the Lot, however, location or removal of trees, bushes, or the party to which they delegate such responsibilities and the proper permits are required.

(b) Structures. No structures will be placed upon any Lot other than the Living Unit and lawn building identified in the Declaration and the Bylaws, all as may be amended from time to time. Add-ons to these structures such as room additions including screen rooms, patio covers, patios, decks, above ground planters and fencing may be placed on the Lot pursuant to any limitations set forth in the Bylaws, as amended from time to time. Permits are required for all of the foregoing structures prior to installation on the lot.

(c) Other alterations. Lessee shall secure the appropriate permits or reroofing, repainting, electrical or plumbing installation or repairs.

10. MECHANICS' LIEN. All persons are put upon notice of the fact that the Lessee shall never, under any circumstances, have the power to subject the interest of the Lessor in the Lot to any mechanics' or materialmen's lien of any kind, and all persons dealing with the Lessee are hereby put on the notice that they look wholly to the interests of the Lessee and not that of the Lessor. The Lessee will not permit or suffer to be filed or claimed against the interest of the Lessor in the Lot any claim or lien of any kind and if such be claimed or filed, it shall be the duty of the Lessee to cause the Lot to be released from such claim or lien. The Lessee covenants and agrees to so cause the Lot and the Lessor's interest to be relieved from the legal effect of such claim or lien. Should Lessor be required to retain legal counsel to cause the Lot and Lessor's interest to be relieved from the legal effect of any such claim or lien, Lessee shall reimburse Lessor for any reasonable attorney's fees and costs. All actions required by the Lessee hereunder shall be commenced immediately upon notification by Lessor to Lessee and any such claims or liens shall be released within sixty (60) days of such notice.

11. INSURANCE.

11.1 LESSOR INSURANCE. The Lessor shall carry and pay premiums on fire and extended coverage insurance on the Common Area, public liability insurance on the Common Area, workmen's compensation insurance, and other insurance that is deemed necessary by Lessor.

11.2 LESSEE INSURANCE. The lessee shall be responsible for carrying adequate insurance that he/she deems necessary to provide proper protection provided the insurance does not conflict with or diminish the benefits available to the Lessor under its own insurance coverage.

12. LIABILITY AND INDEMNIFICATION.

12.1 LIABILITY. Lessor agrees to pay the cost of repair and damages to the Lessee's real and personal property caused by its officers, directors, agents and employees, and to be liable for personal injuries caused by the acts of the Lessor, its agents and employees. Personal injuries sustained within the Lessee's Lot and damages to the Lessee's property not caused by the Lessor, its officers, directors, agents and employees are risks borne by the Lessee.

12.2 INDEMNIFICATION. Lessee agrees to pay to the Lessor the costs of repair for any and all damages which the Lessee, his/her family, servants, guests, visitors and sublessees may inflict to any portion of the Lessor's property that is not on proprietary lease to another Lessee. Further, Lessee agrees to indemnify, defend, and hold the Lessor harmless from all claims, damages, costs, and other obligations and liabilities from or in connection with the activities or omissions of the Lessee, his/her agents, representatives, invitees, sublessees or other persons for whom the Lessee is responsible for damages or injuries within Lessee's Lot, or due to the failure of Lessee, his/her agents, representatives, invitees, sublessees or other persons for whom the Lessee is responsible to comply with the Cooperative Documents.

13. LESSOR'S RIGHT OF ENTRY. The Lessor and its agents shall have the right of entry onto the Lot at all reasonable times and upon reasonable notice to examine the condition and use thereof, provided, however, a reasonable time and reasonable notice is not required in the event of an emergency.

14. LESSEE MORE THAN ONE PERSON. If more than one person is named as Lessee hereunder, the Lessor may require the signatures of all such persons in connection with any such notice to be given or action to be taken by the Lessee hereunder, including without limiting the generality of the foregoing, the surrender or assignment of their Lease, or any request for consent to assignment or subletting. Each person named as Lessee shall be jointly and severally liable for all the Lessee's obligation hereunder. Any notice by the Lessor to any person named as Lessee shall be sufficient, and shall have the same force and effect, as though given to all persons named as Lessee.

11.2 LESSEE INSURANCE. The lessee shall be responsible for carrying adequate insurance that he/she deems necessary to provide proper protection provided the insurance does not conflict with or diminish the benefits available to the Lessor under its own insurance coverage.

12. LIABILITY AND INDEMNIFICATION.

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12.2 INDEMNIFICATION. Lessee agrees to pay to the Lessor the costs of repair for any and all damages which the Lessee, his/her family, servants, guests, visitors and sublessees may inflict to any portion of the Lessor's property that is not on proprietary lease to another Lessee. Further, Lessee agrees to indemnify, defend, and hold the Lessor harmless from all claims, damages, costs, and other obligations and liabilities from or in connection with the activities or omissions of the Lessee, his/her agents, representatives, invitees, sublessees or other persons for whom the Lessee is responsible for damages or injuries within Lessee's Lot, or due to the failure of Lessee, his/her agents, representatives, invitees, sublessees or other persons for whom the Lessee is responsible to comply with the Cooperative Documents.

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the Lessor, all the obligations of the Lessee. No assignment shall be made without the prior approval of the Lessor, with the Lessor reserving the rights of first refusal or first purchase. The Lessor shall have the right to purchase the assignment upon the same terms and conditions as are contained in the offer to purchase received by the Lessee from the third party. Any attempt to assign the Lessee's interest without prior offer to the Lessor shall be deemed a breach of this Amended and Restated Proprietary Lease and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended assignee.

1. Approval and Closing Procedure. Should the Lessee wish to assign his/her interest in the Lease, he/she shall deliver to the Board of Directors written notice of the Assignment by providing the Board of Directors with a copy of the signed Purchase Agreement (hereinafter "Notice"). The Board of Directors may adopt and amend by resolution Association Closing Procedure which includes the Lessee's Proprietary Lease and Assignment of Lease and all other Closing Procedures Documents requested by the Association and Closing Agent and contained in Lessee's Blue Book.

2. Time Period To Approve Or Exercise Right Of First Refusal. The Board of Directors of the Lessor, within twenty (20) days after receiving such Notice and such supplemental information as is requested, shall either:

(a) approve the transaction specified in the Notice; or

(b) by written notice to be delivered to the Lessee (or mailed to the place designated by the Lessee in his/her Notice), designate the Lessor, or any other person(s) satisfactory to the Board of Directors, who are willing to purchase the assignment of the Lease upon the same terms and conditions as those specified in the Lessee's Notice. The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors to make a binding offer to buy upon the same terms and conditions specified in the Lessee's Notice as have been offered to the Lessee by a bona fide

third party purchaser. Thereupon, the Lessee shall either accept such offer or reject the offer specified in his/her Notice to the Board of Directors. Failure of the Board of Directors to designate such person(s), or failure of such person(s) to make the offer within the fourteen (14) day period shall be deemed consent by the Board of Directors to the transaction specified in the Lessee's Notice, and the Lessee shall be free to make or accept the offer specified in his/her Notice, and sell his/her interest pursuant thereto, to the prospective assignee named therein, within ninety (90) days after his/her Notice was given.

3. Sale Within Ninety (90) Days. If the assignment does not take place within the ninety (90) day period, then the Lessee must resubmit the written Notice to the Board of Directors and the foregoing procedures shall once again apply.

4. Right of Redemption: In the event a Lessee makes an assignment or transfer without first complying with the terms thereof, the Lessor, for a period of 150 days after occupancy by the assignee, shall have the right to redeem the Lot from the assignee. The Lessor's redemption rights shall be exercised by the Lessor, or the Lessor's approved alternate purchaser, by reimbursing the assignee for the monies expended, and simultaneously with tender of such reimbursement, said assignee shall convey all of his/her right, title and interest to the Lessor the Lessor's approved alternate purchaser.

5. Affidavit: An affidavit of the President or Secretary of the Association stating that proper Notice of the proposed assignment/transfer had been given to the Lessor and that it had not exercised its right to the assignment or transfer hereunder shall be conclusive evidence of such facts. Such affidavit shall not be evidence of the fact that the subsequent assignment or transfer to such persons was made at the price, terms and date stated in the Notice given to the Lessor, but one hundred fifty (150) days after the date of the Notice to the Board of Directors, the redemption rights herein afforded to the Lessor shall terminate.

(a) After the effective date of an assignment, the Assignee shall surrender the assigned lease and shall enter into a new lease in the same form for

the remainder of the term, in which case the Assignor's lease is deemed cancelled as of the effective date of the assignment.

(b) Transfers of the Lessee's interest by operation of law, including testamentary gifts or bequest, intestate succession, judicial sale or otherwise although the same may vest the Lessee's title in the person or persons claiming thereunder, shall not vest in such a person or persons any right of use or occupancy of the Lot and same must be approved by the Lessor in writing. If the Lessor does not approve the transfer, Lessor must exercise its right of first refusal according to the procedures set forth herein.

16.3 MORTGAGING. A pledge and/or Leasehold Mortgage of this lease and the membership certificate to which it is appurtenant shall not be a violation of this lease; but, neither the pledgee nor mortgagee nor any transferee of the pledged security shall have the membership certificate of record on the books of the Association, nor to vote such membership certificates, nor to occupy or permit the occupancy by others of the Lot, nor to sell such membership certificates of this lease without first obtaining written approval of the Board of Directors. The acceptance by the Lessor of payments by the pledgee, mortgagee or transferee of a pledge and/or leasehold mortgage of this lease and the membership certificate to which it is appurtenant on account of assessments or additional assessments shall not constitute a waiver of the fore-said provisions.

17. NO TERMINATION UPON CASUALTY. No damage or destruction to the structures or the improvements located now or hereafter located upon the demised Lot by fire, windstorm or any casualty shall entitle the Lessee to surrender possession or to terminate this Lease or to violate any of its provisions or to cause rebate, abatement or adjustment in the assessments then due or thereafter becoming due during the terms hereof.

18. DEFAULT. In the event of a breach or threatened breach by Lessee of any covenant hereof, the Lessor shall have the right of injunction, the right to recover damages, and the right to invoke any remedy at law or equity and the election of one or more remedies shall not preclude the Lessor from any other remedy. All the remedies of the Lessor are cumulative to each other and any other remedies.

19. ATTORNEY'S FEES AND COSTS. In event of legal action to enforce the terms and conditions of this lease the prevailing party shall be entitled to recover reasonable attorney's fees and costs (including,

without limitation, attorneys' fees and costs upon appeal, in bankruptcy and with regard to any other actions relating to creditors rights). Further, the Association shall be entitled to attorneys' fees and costs of collection whether a lawsuit or arbitration proceeding is filed or not.

20. SURRENDER ON EXPIRATION OF TERM. On the expiration or termination of this lease, the Lessee shall surrender to the Lessor possession of the Lot with all additions and improvements. Any personal property not removed by the Lessee on or before such expiration or termination of this lease shall, at the option of the Lessor, be deemed abandoned and shall become property of the Lessor and may be disposed of by the Lessor without liability accountability to the Lessee. Any personal property not removed by the Lessee at or prior to the termination of this lease may be removed by the Lessor to any place of storage and stored for the account of the Lessee without the Lessor in any way being liable for trespass, conversion or negligence by reason of any acts of the Lessor or the Lessor's agents, or of any carrier employed in transporting such property to the place of storage, or by reason of the negligence of any person caring for such property while in storage. For purposes of this lease, the Lessee's mobile home or recreational vehicle shall be deemed to be personal property and not realty after installation on the Lessee's Lot. The Lessor releases and quitclaims to the Lessee any and all right, title and interest in and to the mobile home or recreational vehicle which may inure to property by operation of law.

21. CHANGES IN TERMS AND CONDITIONS OF PROPRIETARY LEASE. Each proprietary lease shall be in the form of this Amended and Restated Proprietary Lease unless a variation of the lease form is authorized by an affirmative vote of 75 percent of the voting interests of the Association. Any such changes thereafter shall be binding on all lessees including lessees who did not vote for such changes.

22. NOTICES. Any notice by or demand from either party to the other shall be duly given only if in writing and sent by certified mail or registered mail, return receipt requested; if by the Lessee, addressed to the Lessor at the corporate office; if to the Lessee at the address maintained in the corporate records. Either party may, by notice served in accordance herewith, designate a different address for service of such notice or demand. Notices or demands shall be deemed given on the date mailed, except notices of change of address shall be deemed served when received.

23. CAPIONS AND TITLES. The captions and titles contained in this lease are for convenience and reference only and in no way define, limit or describe the scope and intent of this Lease or any part thereof nor in any way affect this Lease.

24. INTEREST. Where not otherwise provided for in this lease, all

sums of money coming due from the Lessee to the Lessor shall bear interest from the due date at a rate set by the Board of Directors not to exceed the highest rate allowed by law.

25. RUNNING OF GRACE PERIODS. All default and grace periods shall run concurrently and not consecutively.

26. TIME OF THE ESSENCE. Time is of the essence in every particular and especially where the obligation of money is involved.

27. WAIVER, EXTENSION AND INDULGENCE. No waiver, extension or indulgence granted by the Lessor on any one occasion as to any breach shall be construed as a waiver, extension or indulgence of any succeeding breach of the same covenant.

28. CUMULATIVE REMEDIES. The various rights, remedies, powers, options, elections, preferences and liens of the Lessor set forth in this lease shall be construed as cumulative and no one of them shall be construed as being exclusive of the other or exclusive of any rights or priorities allowed by law and the exercise of one or more shall not be construed as a waiver of the others.

29. SEVERABILITY. The invalidity in whole or in part of any covenant, promise or undertaking or any section, subsection, sentence, clause, phrase or word, or of any provision of this Lease or its items of reference hereto shall not affect the validity of the remaining portions thereof.

30. ENTIRE AGREEMENT. This instrument, together with its items of reference, constitutes the entire agreement between the parties hereto as of the date of execution.

31. CONSTRUCTION. This Lease is to be construed in accordance with the laws of the State of Florida.

32. TO WHOM COVENANTS APPLY. The references herein to the Lessor shall be deemed to include its successors and assigns, and the references herein to the Lessee shall be deemed to include the executors, administrators, legal representatives, legatees, distributees and assigns of the Lessee; and the covenants herein contained shall apply to bind and inure to the benefit of the Lessor and assigns, and the Lessee and the executors, administrators, legal representatives, legatees, distributees, successors and assigns of the Lessee.

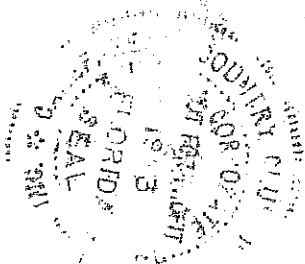
IN WITNESS THEREOF, the undersigned President and Secretary of Carefree Country Club of Winter Haven, Inc., a Florida Not-For-Profit Corporation, under the requirements of Florida Not-For-Profit Act Ch 617, Florida Statutes and a "Residential Cooperative" as defined, in The Cooperative Act Ch 719, Florida Statutes, desire to certify and record the foregoing Amended and Restated Master Form of Ninety-Nine Year Proprietary Lease on Carefree Country Club of Winter Haven, that was affirmed by more than 75% of the voting interests, with an effective date of October 1, 2012, at the Annual Membership Meeting on March 10, 2012, in accordance with the procedures for changes, terms and conditions as stated in paragraph 21 in the then existing Master Form of Ninety-Nine Year Proprietary Lease on Carefree RV Country Club of Winter Haven, recorded in the Official Records Book 3734, Pages 0505-0515 of the Public Records of Polk County, Florida.

The specific results of that voting was ...

- 379 The number of voting interests voting to affirm to amend and restate.
- 17 The number of voting interests voting not affirm to amend and restate.
- 500 The total number of voting interests in the residential cooperative.

Attest

Carefree Country Club of Winter Haven
9705 Lake Bess Road
Winter Haven, Florida 33884



By: William G. Jordan
William G. Jordan, Secretary

By: Ray H. Staunwhite
Ray H. Staunwhite, President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me, this 15 th day of MARCH, 2012 by RAY STAUNWHITE President and WILLIAM JORDAN Secretary Carefree Country Club of Winter Haven, Inc. A Florida-Not-For-Profit Corporation. Each of them is personally known to me.

Nancy Ann Arthur
Nancy Ann Arthur, Notary Public

